

OLD DOMINION UNIVERSITY
ADDITIONAL SPECIAL TERMS AND CONDITIONS

REGULATED DATA ADDEDNUM:

A. DEFINITIONS:

1. "End User" means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under this agreement.
2. The "Agreement" includes the contract, this addendum and any additional addendums and attachments to the contract.
3. "University" or "the University" means Old Dominion University, its trustees, officers and employees. The point of contact for the University is the contract administrator for this Agreement.
4. "Vendor" or "the Vendor" means the contractor, firm or organization that is selected to fulfill this Agreement, including any subcontractor selected by the Vendor to fulfill any portion of this Agreement.
5. "University Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites or publications, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
6. "Personally Identifiable Information" includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
7. "Security Breach" means a security-relevant event in which the security of a system or procedure involving University Data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
8. "Service" or "Services" means any goods or services acquired by the University from the Vendor.
9. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National

Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.

B. AUDITS:

1. The University reserves the right in its sole discretion to perform audits of the Vendor at the University's expense to ensure compliance with the terms of this Agreement. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of University Data.
2. If the Vendor must under this agreement create, obtain, transmit, use, maintain, process, or dispose of the subset of University Data known as Personally Identifiable Information, protected health information, or financial or business data that is considered restricted data such as transaction data, the Vendor will at its expense conduct or have conducted at least annually a(n):
 - i. American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Vendor's security policies, procedures and controls;
 - ii. Vulnerability scan, performed by a scanner approved by the University, of the Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement; and
 - iii. Formal penetration test, performed by a process and qualified personnel approved by the University, of the Vendor's electronic systems and facilities that are used in any way to deliver electronic services under this Agreement.
3. Additionally, the Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under this Agreement. The University may require, at University expense, the Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

C. COMPLIANCE:

1. The Vendor will comply with all applicable laws and industry standards in performing services under this Agreement. Any Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to the Vendor upon request.
2. The Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or the Vendor, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act via a Voluntary Product Accessibility Template (VPAT), Federal Export Administration

Regulations, Defense Federal Acquisition Regulation, and NIST 800-171 for Controlled Unclassified Information. Vendor is required to monitor all subservice providers and inform the University of any changes to subservice providers.

3. If the Payment Card Industry Data Security Standards (PCI-DSS) are applicable to the Vendor's service provided to the University, the Vendor will furnish proof of compliance with PCI-DSS.

D. DATA AUTHENTICITY, INTEGRITY AND AVAILABILITY:

1. The Vendor shall maintain a formal security program in accordance with industry standards that is designed to: (i) ensure the security and integrity of University Data; (ii) protect against threats or hazards to the security or integrity of University Data; and (iii) prevent unauthorized access to University Data.
2. The Vendor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, "is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration."
3. The Vendor will ensure backups are successfully completed daily or more frequently and that restoration capability is maintained for restoration to a point-in-time and/or to the most current backup available.
4. The Vendor will maintain an uptime of 99.99% or greater, as agreed to for the contracted services via the use of appropriate redundancy, continuity of operations and disaster recovery planning and implementations.

E. DATA PRIVACY:

1. The Vendor will use University Data only for the purpose of fulfilling its duties under this Agreement and will not share such data with or disclose it to any third party without the prior written consent of the University, except as required by this Agreement or as otherwise required by law.
2. University Data will not be stored outside the United States without prior written consent from the University.
3. The Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill obligations under this Agreement. The Vendor will ensure that the Vendor's employees who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Agreement.
4. If the Vendor will have access to the University's Education records as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the University Education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the limitations and requirements imposed on school officials. The Vendor will use the Education records only for the purpose of fulfilling its duties under this Agreement for University's and its End User's benefit, and will not share such data with or disclose it to

any third party except as provided for in this Agreement, required by law, or authorized in writing by the University.

F. DATA TRANSFER UPON TERMINATION OR EXPIRATION:

1. The Vendor's obligations shall survive termination of this Agreement until all University Data has been returned or Securely Destroyed
2. Upon termination or expiration of this Agreement, the Vendor will ensure that all University Data are securely transferred, returned or destroyed as directed by the University in its sole discretion. Transfer/migration to the University or a third party designated by the University shall occur without significant interruption in service within a reasonable time. The Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition.
3. In the event that the University requests destruction of its data, the Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred University data. The Vendor agrees to provide documentation of data destruction to the University and to complete any required Commonwealth of Virginia documentation regarding the destruction of University Data.
4. The Vendor will notify the University of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to the Vendor's facilities to remove and destroy University-owned assets and data. The Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. The Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to the University. The Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

G. DATA SECURITY:

1. The Vendor will store and process University Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure the Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved.
2. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) in accordance with latest version of National Institute of Standards and Technology Special Publication 800- 53.

3. If the Selected Firm/Vendor stores Personally Identifiable Information as part of this agreement, the Selected Firm/Vendor warrants that the information will be stored in accordance with latest version of National Institute of Standards and Technology Special Publication 800-53.
 4. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this agreement.
 5. The University may inspect the data center used to store and process University Data at any time upon request.
- H. DISCLOSURE: Unless expressly agreeing to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by the Contractor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- I. SECURITY BREACH:
1. Response. Upon becoming aware of a Security Breach, or of circumstances that are reasonably understood to suggest a likely Security Breach, the Vendor will notify the University within 72 hours, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, the Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
 2. Liability. In addition to any other remedies available to the University under law or equity, the Vendor will pay for or reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach caused by the Vendor, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach. The Vendor agrees to indemnify, hold harmless and defend the University from and against any and all claims, damages, or other harm related to such Security Breach.
- J. REQUESTS FOR DATA, RESPONSE TO LEGAL ORDERS OR DEMANDS FOR DATA:
1. Except as otherwise expressly prohibited by law, the Vendor will:
 - i. immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by the Vendor seeking University Data;
 - ii. consult with the University regarding its response;

- iii. cooperate with the University's requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and
 - iv. upon the University's request, provide the University with a copy of its response.
- 2. If the University receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by the Vendor, the University will promptly provide a copy to the Vendor. The Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.
- 3. The University may request and obtain access to University Data and related logs at any time for any reason.

K. EMPLOYEE BACKGROUND CHECKS AND QUALIFICATIONS:

- 1. The Vendor shall ensure that its employees who will have potential access to University Data have passed appropriate, industry standard, background screening and possess the qualifications and training to comply with the terms of this agreement.

L. RIGHTS AND LICENSE IN AND TO UNIVERSITY DATA: The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of the University, and the Vendor has a limited, nonexclusive license to use these data as provided in this Agreement solely for the purpose of performing its obligations hereunder. This Agreement does not give a party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in the Agreement.

M. NO END USER AGREEMENTS: This Addendum and the Vendor's Contract are the entire agreement between the University (including University employees and other End Users) and the Vendor. If the Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Addendum and the Vendor's Contract shall apply.

TECHNOLOGY:

A. CERTIFICATION TESTING PERIOD - SYSTEMS: The system specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase contract. The ____ day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the University will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance shall

not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.

- B. CERTIFICATION TESTING PERIOD - HARDWARE: Equipment ordered herein shall be subject to inspection and a 30-day testing period by the University. Contractor equipment which is found to not meet the specifications or other requirements of the purchase contract may be rejected and returned to the Contractor at no cost (including return transportation) by the University. Unless otherwise notified or mutually agreed, acceptance shall become effective at the end of the 30-day testing period. Such acceptance shall not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
- C. CONFIDENTIALITY (University): The University agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the contractor in writing or as required by the Freedom of Information Act or similar law. It shall be the contractor's responsibility to fully comply with *the Rules §34*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to the University.
- D. CONFIDENTIALITY (Contractor): The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project may be required to sign the Confidentiality statement.
- E. EQUIPMENT ENVIRONMENT: Environmental specifications for any equipment to be delivered under the contract shall be furnished in writing along with the Contractor's proposal, should any such requirements be applicable. These specifications must be in sufficient detail to permit all installed equipment to function efficiently from an environmental perspective. Unless otherwise stated in the solicitation, it will be the University's responsibility to prepare the site at its own expense to meet the environmental specifications provided.
- F. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than __ consecutive calendar days, the contractor shall promptly replace the equipment or software at no charge upon request of the University. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within __days following the request for replacement.

- G. LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- H. LIMITATION OF USE: The University's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the University shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another University site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the University's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the University. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the University, the contractor's sole remedy shall be to pursue a monetary claim in accordance with *the Rules §53*.
- I. MAINTENANCE: Upon expiration of the specified warranty period and at the University's option, the contractor shall provide up to ____ additional one-year periods of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between state locations, negligence by state personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the University in writing at least ____ days prior to expiration of the existing maintenance period.
- J. NEW EQUIPMENT: Unless otherwise expressly stated in this solicitation, any equipment furnished under the contract shall be new, unused equipment.
- K. NO END USER CONTRACTS: This Contract is the entire contract between the University (including University employees and other End Users) and the Contractor. In the event that the Contractor enters into terms of use contracts or other contracts or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such contracts shall be null, void and without effect, and the terms of this Contract shall apply.
- L. NONVISUAL ACCESS TO TECHNOLOGY:
1. All information technology which, pursuant to this contract, is purchased or upgraded by or for the use of the University (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this contract:
 - i. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

- ii. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 - iii. Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
 - iv. the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
 - 2. Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.
 - 3. Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.
 - 4. If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.
 - 5. The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, § 2.2-3500 through § 2.2-3504 of the *Code of Virginia*.
- M. OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.
- N. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the University. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the University to evidence the University's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- O. PRODUCT SUBSTITUTION: During the term of the contract, the Contractor is not authorized to substitute any item for that product and/or software without the prior written consent of the contracting officer whose name appears on the front of this solicitation, contract, or their designee.

- P. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in the contract as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The University reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- Q. RELOCATION OF EQUIPMENT: Should it become necessary to move equipment covered by the contract to another location, the University reserves the right to do so at its own expense. If contractor supervision is required, the University will provide prior written notice of the move at least thirty (30) days in advance, in which case the contractor shall provide the required services and be reasonably compensated by the University. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.
- R. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written contract of both parties for an additional ___ one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- S. REPAIR PARTS: In the event that the performance of maintenance services under the contract results in a need to replace defective parts, such items may only be replaced by new parts. In no instance shall the contractor be permitted to replace defective items with refurbished, remanufactured, or surplus items without prior written authorization of the University.
- T. SERVICE PERIOD (EXTENDED): Due to the criticality of the applications for which the equipment and/or software is purchased, the contractor shall provide 24 hours a day, 7 days a week, maintenance support, including state holidays. On-site response time shall be within ___ hours following initial notification. All necessary repairs or corrections shall be completed within hours of the initial notification.
- U. SERVICE PERIOD (ROUTINE): Contractor shall provide 24 hour toll-free phone support with a hour return call response time. On-site maintenance services shall carry a ___ hour response time following initial notification and be available during the normal working hours of 8 A.M. to 5 P.M. Monday through Friday, excluding state holidays. All necessary repairs or corrections shall be completed within ___ hours of the initial notification.
- V. SERVICE REPORTS: Upon completion of any maintenance call, the contractor shall provide the agency with a signed service report that includes, at a minimum: a general statement as to the

problem, action taken, any materials or parts furnished or used, and the number of hours required to complete the repairs.

- W. SOFTWARE UPGRADES: The University shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the University's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
- X. SOFTWARE DISPOSITION: Unless otherwise instructed by the contractor, the University shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the University does reserve the right to retain one copy of the software for archival purposes when appropriate.
- Y. SOURCE CODE: In the event the contractor ceases to maintain experienced staff and the resources needed to provide required software maintenance, the University shall be entitled to have, use, and duplicate for its own use, a copy of the source code and associated documentation for the software products covered by the contract. Until such time as a complete copy of such material is provided, the University shall have exclusive right to possess all physical embodiments of such contractor owned materials. The rights of the University in this respect shall survive for a period of twenty (20) years after the expiration or termination of the contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule.
- Z. TERM OF SOFTWARE LICENSE: Unless otherwise stated, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However, the University reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The University further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- AA. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the University in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the University's benefit and deliver thereto, the assignee's contract to fully honor the terms of the contract.
- BB. TITLE TO SOFTWARE: By submitting a proposal, the Offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the

contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

CC. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.

DD. WARRANTY OF SOFTWARE: The contractor warrants the operation of all software products for a period of ___ months from the date of acceptance. During the warranty period, the contractor shall provide ___ hour toll free phone support and all patches, fixes, revisions, updates, upgrades, and minor releases to both the software and its supporting documentation. In addition, the contractor shall provide a two hour return call response time and complete all necessary patches/fixes within ____ hours of initial notification.

PRINTING:

A. DEFINITIONS:

1. CLASS 1 - CRITICAL QUALITY PRINTING: This class shall be used for four-color process printing where critical color matches are necessary or where engraved and/or embossed invitations are required. Typical examples: matching artist's original paintings or sculptures, or product colors so that they represent true colors or materials used in creating the original are accurately represented, and reproduction of medical slides where true color may be critical. This is a step above "pleasing colors." Finishing and bindery operations shall be of this same critical quality.
2. CLASS 1 - EXCELLENT QUALITY PRINTING: This class shall be used when good clean, crisp reproduction is required. One color or multiple color jobs may be classified as "Class 1." Four-color process subjects shall have pleasing color matches with good skin tones; some color correction may be necessary. PMS color matches may be required. Very fine lines and drawings may be required. Normally half-tones or screen tints will require 133, 150, or 200 line screens. There is to be large reverse areas, and/or large solid areas where good even ink coverage is necessary. Because of the overall design, very accurate registration is required. Camera-ready copy is generally furnished. Metallic inks may be used. Finishing and bindery operations shall be of the same excellent quality.
3. CLASS 2 - GOOD QUALITY PRINTING: This class shall be used for the majority of black and white or one color jobs where no critical registration is required or when no colors overprint. Multiple color jobs may be classified as "Class 2." Original copy is uniform and may have medium lines and drawings, medium-sized halftones and screens, medium-sized reverses and solid areas. Normally halftones and screen tints would be produced with 120 or 133 line screens. Metallic inks and process work are not generally included

in the class. Normally metal plates and negatives are required. No cut lines or spots are acceptable. Finishing and bindery operations shall be of the same good quality.

4. CLASS 3 - MEDIUM QUALITY PRINTING: This class denotes the least expensive kind of printing and shall be used for short-run, reproduction duplicator-type work where electrostatic or other direct plate methods are acceptable. Original copy is usually type written and may have coarse lines, drawings, and small reverses or solid areas. Evenness of ink coverage is not required. Coarse screen halftones or coarse screens may be used. No colors overprint each other and no metallic inks are used. Finishing and bindery operations would normally be simple stapling or punching.

B. REQUIREMENTS:

1. ACCEPTABLE MILL BRANDS: Only those papers listed in the latest edition of The Competitive Grade Finder Directory fine paper directory book, will be considered as equal.
2. OVERRUNS/UNDERRUNS: Proposals for printing will be rejected if the quoted overrun cost equals or exceeds the base lot price quoted for the equivalent incremental unit quantity. On proposals for multiple part forms, envelopes, and signage, the additional overrun quoted shall not exceed the base lot price quoted for the equivalent incremental quantity. The University may at its discretion accept an underrun, provided credit is allowed the University at the full base price per unit for the quantity of the underrun.
3. OWNERSHIP OF PRINTING MATERIALS: All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the University. Any furnished materials shall remain the property of the University. All such items and materials shall be delivered to the ordering University in usable condition after completion of the work, and prior to submission of the invoice for payment.
4. PRINTING PICK-UPS/DELIVERIES: Contractor shall be responsible for all pick-ups and deliveries of all materials.
5. QUALITY COLOR PRINTING: Contractor shall analyze each four-color subject and make separations individually. Contractor shall allow for color correction, dot etching, etc., in order to achieve top-quality production from each separation made.

- C. PRODUCT INFORMATION: The Contractor shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the University to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.